

ECONOMIC DEVELOPMENT INCENTIVE LEASE
AGREEMENT BETWEEN ACMS OF SUMTER,
LLC AND SUMTER COUNTY, FLORIDA

THIS LEASE AGREEMENT ("Lease") is made as of the ____ day of ____, 2012, by and between SUMTER COUNTY, FLORIDA, political subdivision of the State of Florida ("Landlord") and ACMS OF SUMTER, LLC, a Florida limited liability company ("Tenant").

WHEREAS, Landlord is a political subdivision of the State of Florida owning lands that are ideal for economic development, and

WHEREAS, Landlord has designated the County Administrator as the county officer assigned the duty to promote the general business interests and industrial interests of Sumter County, as set forth in Florida Statute Section 288.075, and

WHEREAS, Tenant has expressed an interest in locating a business activity in Sumter County on lands owned by Landlord and has requested that its interest be kept confidential to the degree authorized by Florida Statute Section 288.075, and

WHEREAS, Florida Statute Section 125.045 authorizes counties to lease real property for economic development purposes, and

WHEREAS, the parties have negotiated an agreement whereby Landlord will lease the property described herein to Tenant to promote economic development in Sumter County;

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITIONS.** When used in this Lease, unless otherwise required by the context:

- (a) **Base Rental** shall have the meaning set forth in paragraph 4.
- (b) **Commencement Date** shall have the meaning set forth in paragraph 3.
- (c) **Expiration Date** shall have the meaning set forth in paragraph 3.
- (d) **Hazardous Material** means any hazardous or toxic substance, material or waste, including petroleum products, and including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation hazardous materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) or amendments thereto, and such substances, materials and wastes that are or become regulated under any applicable local, state or federal law.

(e) **Initial Term** shall have the meaning set forth in paragraph 3.

(f) **Landlord** means SUMTER COUNTY, FLORIDA, political subdivision of the State of Florida, whose mailing address for purposes of this Lease is 7375 Powell Rd Wildwood, FL 34785.

(g) **Lease** means this instrument in its entirety as signed by the parties and any subsequent amendments thereto.

(h) **Premises** means the real property (together with all easements and servient estates appurtenant thereto) situated in Sumter County, Florida, as shown on Exhibit "A", attached hereto and incorporated herein by reference.

(i) **Rental Year** means each consecutive twelve-month period during which this Lease is in force, with the first (1st) "Rental Year" commencing on _____, 2012 and ending on _____, 2013.

(j) **Tenant** means ACMS OF SUMTER, LLC, a Florida limited liability company, whose mailing address for purposes of this Lease is P.O. Box 949 Lake Panasoffkee, Florida 33538.

(k) **Property** shall mean the real property consisting of approximately 25.35 acres MOL of land owned by Landlord and the improvements thereon, in which the Premises is located, which real property is generally located at Sumterville, Florida, all as more generally depicted on Exhibit "A" attached hereto and fully incorporated herein.

(l) **Buildings** shall mean the buildings shown on Exhibit "A" which consist of 84,872 square feet (SF), located on the Property, and commonly known Maintenance (13,672 SF), MRF (36,000 SF), and Composting Drying Buildings (35,200 SF).

2. AGREEMENT TO LEASE, INSPECTION PERIOD. Landlord agrees to lease the Premises to Tenant, and Tenant agrees to lease the Premises from Landlord, upon the terms and conditions set forth herein, subject to the following:

(a) A State of Florida Attorney General validating the use of Florida Statute Section 125.045 as intended for this Lease.

(b) Commencing as of the date of receipt of the validation referenced in Section 2(a) of this Lease and continuing for a 90 day period ("Inspection Period"), the Tenant and its agents, contractors, consultants, representatives and other persons designated by Tenant shall have the right to enter on any portion of the Property for the purpose of investigation, discovery and testing of the Property, including, without limitation, surveying, soil testing and boring, hydrological studies, environmental studies, and any other inspections and testing which Tenant, in Tenant's sole discretion, determines to be necessary or appropriate. The cost of Tenant's due diligence as provided herein shall be borne solely by Tenant. Tenant shall

have access to the Property for purposes of showing it to potential businesses and sub-tenants. Tenant agrees to defend, indemnify and hold Landlord harmless from any loss, damages, liability, obligations, costs, expenses and fees (including reasonable attorneys' fees) directly resulting from any claims or causes of action by any individual or entity now or hereafter asserted against Landlord directly arising out of such testing and inspections by Tenant or Tenant's employees, agents and contractors or which is caused by any equipment used for those purposes and damage to or loss of property. Tenant shall, at Tenant's expense, repair all damages to the Property resulting from any tests and inspections conducted on the Property.

(c) **Phase I Audit.** Prior to the expiration of the Inspection Period, Tenant, at its sole cost and expense, may obtain a Phase I Environmental Audit for the Property prepared in accordance with current ASTM Standards by an environmental engineer (the "Phase I Audit"). If the Phase I Audit identifies recognized environmental conditions associated with the Property, to which Tenant, in Tenant's sole discretion objects ("Environmental Defects"), Tenant may, on or before the expiration of the Inspection Period, in Tenant's sole and absolute discretion, either (i) waive any such Environmental Defects in writing and commence the Initial Term of this Lease; or (ii) conduct, at Tenant's sole cost and expense, such soil borings, ground water sampling and other investigations of the Property as Tenant deems necessary to verify the existence of Environmental Defects on the Property (the "Phase II Audit"). In the event additional time is required to perform a Phase II Audit, the parties agree that the Inspection Period may be extended for a period of sixty (60) days. Tenant, at any time after obtaining a Phase II Audit, may notify Landlord in writing of Tenant's intent to terminate this Lease, whereupon this Lease shall be rescinded and the parties shall be released from any further obligations hereunder, or Tenant may request that certain portions of the Property impacted by the Phase II Audit be removed from this Lease.

3. INITIAL TERM AND OPTIONS TO EXTEND. The initial term of this Lease shall be for a period of five (5) years (the "Initial Term") commencing on _____, 2012 (the "Commencement Date"), and expiring at midnight on _____, 2017, unless otherwise extended in accordance with this Lease (the "Expiration Date"). **OPTION TO EXTEND.** Tenant, provided it is not in default, has the right to extend the Initial Term of this Lease for four (4) consecutive five (5) year extension periods, each of which may be exercised by Tenant providing notice to Landlord in writing at least 180 days prior to the expiration of the Initial Term. If Tenant fails to so notify Landlord, Landlord shall provide written notice to Tenant of its intent to offer a lease of the Premises to another party, and upon receipt of such notice, Tenant shall have ten (10) days to notify Landlord of its intent to extend the Lease. For purposes of this Lease, the Initial Term and all extensions thereof shall be collectively referred to as the "Term".

4. BASE RENTAL. Tenant shall pay in advance to Landlord, on the first day of the Initial Term of this Lease and on the first day of each month thereafter, so long as this Lease is in force, base annual rent ("Base Rental") of \$1.00 per square foot for any Buildings owned by Landlord, subject to any rent abatement provisions set forth in this

Lease and includes the use of approximately 32 acres as depicted in Exhibit "A". An escalator of three (3) percent per year of the Base Rental shall be applied on each anniversary of the Commencement Date during the Initial Term. **RENT DURING OPTIONS.** If Tenant exercises its right to extend the Initial Term of this Lease as provided in paragraph 3 hereof, Base Rental for the first ten-year extension period shall be the ending Base Rental Rate of the final year of the Initial Term.

5. TAX ON RENT. If any governmental authority, during any period of time that this Lease is in force, assesses a sales tax or other comparable tax on the rental payments received by Landlord under this Lease, Tenant shall contemporaneously pay to Landlord with each monthly payment of Base Rental an additional sum equal to the Landlord's liability for such tax.

6. LATE PAYMENT CHARGE. Landlord may assess a late payment charge to Tenant equal to five percent (5%) of the Base Rental and any additional rental due each month whenever such payment becomes more than ten (10) days overdue.

7. REAL PROPERTY TAXES. Landlord shall timely pay all real property taxes due and payable for the Premises for any period of time during which this Lease is in force, if any.

8. PERSONAL PROPERTY TAXES. Tenant agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Tenant's right of appeal) against Tenant's personal property on the Premises during the term of this Lease. The term Tenant's personal property as used in this paragraph, shall include all fixtures attached to the Premises by Tenant and all other improvements made by Tenant to the Premises which Tenant has the right to remove upon the expiration of this Lease and which may be separately assessed for taxation.

9. SPECIAL ASSESSMENTS. Special assessments levied or assessed against the Premises shall be timely paid by Tenant.

10. PERSONAL PROPERTY. Tenant shall keep its personal property brought upon the Premises insured against loss by fire and other hazards and shall furnish to Landlord the insurers certificate evidencing such coverage.

11. CASUALTY INSURANCE. Landlord and Tenant will each keep their respective property interests in the Premises and their liability in regard thereto, and the personal property on the Premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage. Tenant will not do or omit the doing of any act which would vitiate any insurance, or increase the insurance rates in force upon the real estate improvements on the Premises. Tenant further agrees to be liable for and to promptly pay, as if current rental, any increase in insurance rates on the Premises and on the building located thereon, due to increased risks or hazards resulting from Tenant's use of the Premises otherwise than as herein contemplated and agreed.

12. LIABILITY INSURANCE. Tenant shall, at its cost, at all times while this Lease is in force, maintain in force an insurance policy or policies, naming Tenant and Landlord as insured, against all liability resulting from injury occurring to persons or damage occurring to property upon the Premises during Tenant's occupancy of the Premises. The liability coverage of such insurance shall be not less than \$1,000,000.00 for any one-person injury, \$2,000,000.00 for any one accident and \$1,000,000.00 for property damage. Certificates or copies of such policies naming the Landlord and providing for ten (10) days notice to the Landlord before cancellation shall be delivered to the Landlord on or before the date of the beginning of the Initial Term of this Lease. Tenant further covenants to hold Landlord free and harmless from any and all liability for personal injury or property damage arising out of Tenant's use and occupancy of the Premises, provided, however, that the proximate cause thereof is not Landlord's negligence.

13. CONDITION OF PREMISES. Except as expressly set forth in this Lease, Tenant accepts the Premises and Property in an "as-is" condition notwithstanding the following: The parties acknowledge that the property has been utilized for solid waste activities. Landlord has not performed exhaustive environmental testing on the Premises. Tenant is authorized to do such environmental testing as Tenant determines in its sole discretion to be necessary to determine the condition of the Property with regard to any environmental contamination (an "Existing Environmental Condition"). If such testing results in findings of environmental contamination, and following Landlord's concurrence with the findings, Landlord shall be responsible for any remediation required by the Florida Department of Environmental Protection and those provisions in Section 23 of this Lease. Conversely, if Tenant causes or permits environmental contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall indemnify, defend and hold harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney fees, consultant and expert fees) which arise during or after the Term as a result of such contamination. Notwithstanding anything contained herein to the contrary, Tenant's indemnity under this Section shall automatically expire one year after the termination or expiration of this Lease, unless Landlord provides written notice to Tenant that it has discovered Hazardous Materials caused by Tenant on the Premises within said period of time.

14. USE OF HAZARDOUS MATERIAL. If the presence of hazardous material on the Premises caused or permitted by Tenant results in further contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is legally liable to Landlord for damage resulting therefrom, then Tenant shall

indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination, provided however, such indemnification shall not apply to Existing Environmental Conditions or conditions caused by the negligent or willful acts of Landlord or its employees, agents or invitees. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material(s) present in the soil or ground water on or under the Premises or Property. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Tenant results in any contamination of the Premises or Property, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises and/or Property to the condition existing prior to the introduction of any such hazardous material to the Premises or Property by Tenant; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises or Property. The foregoing indemnity shall survive the expiration or earlier termination of this Lease for a period of one (1) year.

15. UTILITIES. Tenant shall pay all charges of public or private utility companies for utility services furnished to the Premises, including charges for gas, water, electricity, sewage, garbage removal and telephone, as they become due and before same become delinquent.

16. POSSESSION. So long as Tenant pays the rents reserved and performs and observes all other terms and conditions of this Lease, Tenant shall at all times during the Term of this Lease peaceably and quietly have the possession, use and enjoyment of the Premises and all rights, easements and servient estates appurtenant thereto without any disturbance from Landlord or from any other person claiming through Landlord.

17. COMPLIANCE WITH LAW. Tenant, at Tenant's expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities pertaining to Tenant's use of the Premises, regardless of when they become effective, including, without limitation, all applicable federal, state and local laws, regulations or ordinances pertaining to air and water quality, hazardous material, waste disposal, air emissions and other environmental matters, all zoning and other land use matters, and with any direction of any public officer or officers, pursuant to law, which shall impose any duty upon Tenant with respect to the use or occupation of the Premises. Tenant shall contemporaneously furnish to Landlord a copy of any written report that Tenant receives from or is required to file with any governmental entity concerning the contamination of the Premises with hazardous material.

18. INTENTIONALLY DELETED.

19. ACCESS BY TENANT. Tenant and its employees, customers, agents and invitees, shall have the nonexclusive right to use, for ingress to and egress from the Premises and any common door, sidewalk and driveway providing reasonable and convenient access between the Premises and a public right-of-way.

20. ACCESS BY LANDLORD. Landlord shall have reasonable access to the Premises during business hours for purposes of examining or exhibiting same or for such other reasonable purposes as may be necessary to protect or enforce Landlord's rights under this Lease.

21. SIGNS. Tenant shall have the right to erect signs identifying the Tenant and any sub-Tenants on the buildings located on the Premises. The signs shall comply with applicable statutes and ordinances. All costs to erect, maintain and remove such sign shall be paid by Tenant and Tenant shall remove the sign upon the Expiration Date of this Lease, or earlier termination, without damage to the building. Tenant shall not erect or display on or about the exterior of the Building containing the Premises any advertising or identification sign unless first approved by Landlord.

22. LOADING DOCKS. Tenant shall have the non-exclusive right to use any loading docks associated with the Buildings in which the Premises is located.

23. MAINTENANCE BY LANDLORD. Landlord shall be responsible for all maintenance and liability relative to buried solid waste, Existing Environmental Conditions, and other contamination on Landlord's Property existing as of the Commencement Date of this Lease or otherwise caused by the Landlord. Landlord shall be responsible for damage to the Premises or Property of Tenant located therein caused by the acts or negligence of Landlord or its employees, invitees or agents. Nothing herein contained shall be construed to serve as a limitation of Landlord to any of the sovereign immunity protections afforded by Florida law. Notwithstanding this provision, Landlord shall not be required to conduct any remediation on the Property unless required by the Florida Department of Environmental Protection or other governmental agency having competent jurisdiction.

24. MAINTENANCE BY TENANT. Tenant shall, at Tenant's expense, be responsible for and shall keep in good repair and operating condition (a) all structural parts of the existing buildings on the Premises, including the roof, plate glass windows, doors, foundation and all structural parts of the floors, walls and ceilings; (b) all mechanical and utility systems serving the Premises, including electrical systems (exclusive of lighting fixtures and bulbs), water supply, plumbing, heating and cooling, and Tenant shall care for, keep in good repair and maintain the Premises in a reasonably safe, clean and serviceable condition (collectively, the "Existing Building Improvements"). Tenant shall provide all necessary repairs, replacements and maintenance required during the term of the Lease for all improvements now located on or hereafter added to the Premises. The quality

of all repairs, replacements and maintenance shall be at least equal to that of the original work. Tenant shall keep the Premises free of all accumulations of trash and debris. Tenant shall be responsible to Landlord for damage to the Premises caused by acts or negligence of Tenant or Tenant's agents, employees or invitees.

25. IMPROVEMENTS BY TENANT AND RENT ABATEMENT. Tenant shall have the right, at Tenant's expense and with the prior written consent of Landlord, to make improvements, additions and alterations to the Premises. Tenant shall, at Tenant's expense, secure all governmental permits required for such improvements, additions or alterations; pay all fees and charges, including impact fees, assessed in connection with the issuance of such permits; and complies with all conditions of such permits for landscaping and other required site improvements. All alterations, additions and improvements made to the Premises at Tenant's expense which are considered to be fixtures at the Premises, shall become the property of Landlord upon the expiration or termination of this Lease. All of Tenant's equipment and personal property, upon the termination of this Lease, shall remain the property of Tenant, provided however, that Tenant bears the cost of repairing any physical injury caused to the Premises by such removal, or otherwise restoring the Premises to the condition in which it existed prior to the making of such additions and alterations, ordinary wear and tear excepted. Tenant shall provide such information as Landlord may require to verify expenses of all such improvements, additions, and alterations made to Premises and Landlord agrees to abate all rent due hereunder until Tenant has recovered 100% of the costs of such. Notwithstanding anything contained herein to the contrary, during the Term, Tenant shall be the owner of all improvements and buildings constructed by Tenant on the Premises, and as such owner, Tenant shall be entitled to all of the tax and other benefits of such ownership, including without limitation, the right to take depreciation deductions and investment tax credits under the tax laws.

26. CONSTRUCTION LIENS. Tenant shall do all things necessary to prevent the filing of any liens against the Premises or any part thereof by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant. This shall include Tenant being obligated to require any contractor hired to make improvements to the Premises or Property, to secure a surety bond, in an amount sufficient to complete any improvements, as required by Florida law. Tenant shall cause Landlord to be named as a beneficiary of any such bond, and will provide Landlord with proof of same prior to commencing any improvements. If any lien shall at any time be filed against the Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of filing the same or, if Tenant, in Tenant's discretion and in good faith, determines that such lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure proceedings against any interest in the Premises during the pendency of such contest. If Tenant shall fail to discharge such lien within such period or fail to furnish such security, then, in addition to any other right or remedy of Landlord resulting from Tenant's default, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by giving security or in such other manner as is, or may be, prescribed by law. Nothing

contained herein shall imply any consent or agreement on the part of Landlord to subject Landlord's estate to liability under any mechanics or other lien law. Tenant shall repay Landlord, as additional rental, on demand, all sums disbursed or deposited by Landlord pursuant to this paragraph, including costs, expenses and reasonable attorney fees incurred by Landlord in connection therewith.

27. PARTIAL DESTRUCTION OF PREMISES. In the event of a partial destruction or damage of the Premises which is caused by an act of God or is determined to be a cause outside the control of Tenant, which is a business interference, that is, which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrence, this Lease shall not terminate but all rent for the leased Premises shall abate during the time of such business interference. In the event of partial destruction, Landlord shall repair such damages within sixty (60) days of its occurrence unless prevented from so doing by acts of God, strikes, the elements, government regulations, city ordinances, labor, material or transportation shortages, or other causes beyond Landlord's reasonable control. Should the zoning ordinance of the municipality in which this Premises is located make it impossible for Landlord, using diligent and timely effort to obtain necessary permits, to repair and/or rebuild so that Tenant is not able to conduct its business on the Premises, then such partial destruction shall be treated as a total destruction.

28. DESTRUCTION OF BUSINESS USE CAUSED BY ACTS OF GOD. In the event of destruction or damage of the Premises which is caused by an act of God or is determined to be a cause outside the control of Tenant, so that Tenant is not able to conduct its business on the Premises for the then current legal use for which the Premises are being leased and which damages cannot be repaired within sixty (60) days this Lease may be terminated at the option of Tenant. If within one (1) year, the damage to the Premises, as contemplated by this Section, is not repaired in a manner that permits Tenant to conduct its business on the Premises, this Lease may be terminated at the option of Landlord. Any termination pursuant to this Section shall be effected by written notice by the terminating party to the other party. Tenant shall surrender possession within ten (10) days after such notice issues, and each party shall be released from all future obligations. Tenant's obligation to pay rent shall prorate to the date of such destruction and, provided that the Lease is not otherwise terminated, shall thereafter recommence on the date that Tenant resumes the conduct of its business on the Premises. In the event of such termination of this Lease, Landlord at its option may rebuild or not, according to its own wishes and needs.

29. INTENTIONALLY DELETED.

30. SURRENDER OF PREMISES. Notwithstanding anything contained in this Lease to the contrary, including without limitation Tenant's maintenance obligations under Section 24 of this Lease, Tenant and Landlord agree that upon the termination of this Lease, Tenant will surrender, yield up and deliver the Premises in good and clean condition, except the effects of ordinary wear and tear and depreciation arising from lapse of time, or damage without fault or liability of Tenant.

31. ACTS OF DEFAULT BY TENANT. Each of the following shall be deemed a default by Tenant and a breach of this lease:

(a) Failure to pay the rent or any part thereof, when due, provided that Tenant shall have thirty (30) days from its receipt of written notice of a payment default to cure such default.

(b) Failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements and provisions in this Lease contained on the part of Tenant to be done, observed, kept and performed. (If a default complained of under this subparagraph be a default other than one which may be cured by the payment of money, no default on the part of Tenant in performance of work required to be performed or acts to be done or conditions to be met shall be deemed to exist if, within thirty (30) days of its receipt of written notice of such default, Tenant commences such cure and continues to prosecute the cure to completion with diligence and continuity.)

(c) Abandonment of the Premises by Tenant, assignment of this Lease by Tenant without Landlord's prior written approval, adjudication of Tenant as bankrupt, making by Tenant of a general assignment for benefit of creditors, taking by Tenant of the benefit of any insolvency law, the appointment of a permanent receiver or trustee in bankruptcy for Tenant's property, and appointment of a temporary receiver or trustee for Tenant's property which is not vacated or set aside within 30 days after such appointment.

(d) Tenant's failure to meet the "benchmarks" as to economic development and job creation as contained in Exhibit "B", which is attached hereto and incorporated herein, as if fully stated herein. PROVIDED, HOWEVER, that failure to meet the "benchmarks" due to conditions beyond the control of the Tenant including but not necessarily limited to, Acts of God, war, strikes or labor unrest, bankruptcy of sub-tenants, then the Lease shall not be terminable by Landlord, and the rent abatement provisions of this Lease shall remain in full force and effect. The rent abatement provisions of this Lease shall be reinstated upon proof of Tenant meeting the "benchmarks" referenced herein. PROVIDED, FURTHER, that if the "benchmarks" are not met within one (1) year from the date the rent abatement begins, then the failure to meet the "benchmarks" shall authorize Landlord to terminate this Lease.

32. TERMINATION ON TENANT DEFAULT. In the event of any default by Tenant which is not cured within the applicable cure period, and at any time thereafter, Landlord may serve a written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than thirty (30) days after the date of serving such notice and this Lease shall then expire on the date so specified as if that date had been originally fixed as the Expiration Date of this Lease, unless such default, as described in such notice, shall have been cured within the applicable period provided in such notice. A termination of the Lease under this paragraph shall terminate all rights of first refusal granted herein to Tenant.

33. REENTRY BY LANDLORD. In the event this Lease shall be terminated by reason of Tenant's default, Landlord may immediately reenter and resume possession of the Premises and remove all persons and property therefrom by reasonable and necessary force.

34. INTENTIONALLY DELETED.

35. INTENTIONALLY DELETED.

36. MEASURE OF DAMAGES ON DEFAULT. In the event this Lease shall be terminated by reason of Tenant's default, Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord the following:

(a) A sum equal to all expenses incurred by Landlord in recovering possession of the Premises, including reasonable costs and attorney's fees, and all reasonable costs and charges for the care and maintenance of the Premises while vacant, which damages shall be due and payable by Tenant to Landlord at such time or times as such expenses shall have been incurred by Landlord.

(b) A sum equal to the amount of all rent payable in the then existing Lease Year, less the rent, if any, collected by Landlord on reletting the Premises, and less any remaining rent abatements provided under this Lease, within sixty (60) days of Tenant vacating the Premises.

(c) All other damages accruing to Landlord under the terms of this Lease or allowed by law.

(d) Reasonable attorney fees and costs incurred by Landlord in connection with the enforcement and recovery of the aforesaid damages.

(e) INTENTIONALLY DELETED.

37. WAIVER BY LANDLORD. The failure of Landlord to enforce any term, covenant, condition or agreement hereof by reason of its breach by Tenant after notice thereof is given shall not be deemed to avoid or affect the right of Landlord to enforce the same term, covenant, condition or agreement on the occasion of a subsequent default or breach.

38. DELAY EXCUSED. Whenever Tenant shall be required by the terms of this Lease or by law to pay any sum of money (other than the Base Rental and additional rental) or to perform or observe any condition or provision, Tenant shall not be deemed to be in default under this Lease, and Landlord shall not enforce or exercise any of Landlord's rights hereunder, if and so long as such default shall be directly caused by strikes, lockouts, non-availability of labor or materials, war, government restrictions, civil commotions, acts of God or other similar causes beyond the control of Tenant.

39. INTENTIONALLY DELETED.

40. RIGHTS CUMULATIVE. The various rights, powers, options, elections and remedies of either party provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled so long as any default remains in any way unremedied, unsatisfied or undischarged.

41. ASSIGNMENT/SUBLEASE. Tenant shall have the right to assign this Lease or sublet the whole or any part of the Premises provided the Landlord's written consent therefore is first obtained, which written consent shall not be unreasonably delayed or withheld. Assignment of this Lease shall not operate to release Tenant from liability thereunder.

42. FIRST RIGHT OF REFUSAL. Consistent with state law and local ordinance pertaining to the disposal of surplus property, if and when, during the Term of this Lease, Landlord proposes to sell the Property or Premises or receives an offer to purchase the Property or Premises, which Landlord wishes to accept, Landlord shall offer Tenant the right and option to purchase the Property or Premises (as applicable), under the same terms constituting such proposal to sell or offer to purchase, subject to the following terms and conditions:

(a) This option shall be effective only during the Term of this Lease, but shall apply to any and all proposals to sell or offers to purchase the Property and/or Premises.

(b) Landlord shall promptly give written notice to Tenant of any such proposal to sell or offer to purchase the Property or Premises; and Tenant shall, within fifteen (15) days thereafter, exercise its option to accept such proposal by giving written notice thereof to Landlord; otherwise, Tenant's option as to such proposal shall terminate.

(c) If, after exercising this option, Tenant fails to perform the terms thereof in any respect, time being of the essence, then Landlord may terminate the purchase contract arising out of the exercise of the option and all payments made by Tenant as of the termination shall be forfeited.

43. NOTICES. Any notice to be given hereunder shall be in writing and shall be sent by personal service, process server, first class certified mail, postage prepaid, or by overnight courier service, charges prepaid, to the party notified, addressed to such party at the following address (the "Notice"). The receipt of such Notice shall constitute the giving thereof.

44. LANDLORD'S NONPERFORMANCE. If Landlord shall fail to perform any of its obligations in respect of the Premises and continues such failure for fifteen (15) days

after written notice thereof from Tenant, Tenant shall have all rights and remedies for Landlord's nonperformance as provided in the Lease and as provided in law or at equity. Any warranties or guaranties available with respect to the Building may be used by Tenant in its own name or in Landlord's name as may be appropriate.

45. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior statements, representations, promises and agreements, oral or written. No addition to or change in the terms of this agreement shall be binding upon the parties unless it is expressed in a writing signed by the parties.

46. SUCCESSORS BOUND. This Lease shall be binding upon and inure to the benefit of the respective successors and assigns of all parties executing this Lease.

47. LANDLORD REPRESENTATIONS AND WARRANTIES. Landlord represents to and covenants and agrees with Tenant that:

(a) Landlord is the owner of good and marketable title to the Premises and that it has full right and authority to make this Lease and to make and bind the Property to the provisions hereof, and has complied with all laws associated with entering into this Lease.

(b) All usual utilities (electric and sewer service) serve the Buildings and service is available to the Buildings upon normal and nondiscriminatory deposits and without any requirements for connection fees or charges;

(c) There are no leases, tenancies or other rental arrangements pertaining to any portion of the Property except as herein specifically provided.

(d) Landlord shall take all reasonable steps to support Tenant's special use permit required for Tenant's intended uses on Premises.

(e) The Property has full, free and adequate access to and from public highways and roads, and Landlord has no knowledge of any fact or condition which would result in the termination or limitation of access.

(f) Landlord has no information or knowledge of any pending or threatened condemnation or similar proceeding affecting any portion of the Property. Landlord has no information or knowledge of any change contemplated in any applicable laws, ordinances or restrictions or any judicial or administrative action or any action by adjacent landowners or natural or artificial conditions upon the Property which would prevent, limit, impede or render more costly Tenant's contemplated use of the Property. Landlord has no information or knowledge of any legal actions, suits or other legal or administrative proceedings, pending or threatened with respect to the Property, and Landlord is not aware of any facts which might result in any such action, suit or other proceedings. Landlord has no information or knowledge of any significant adverse facts or conditions relating to the Property or its present or intended use which have not been specifically disclosed in writing by Landlord

to Tenant, and Landlord knows of no fact or condition of any kind or character which adversely affects the present or intended use of the Property.

(g) Landlord has no information or knowledge of any special taxes or assessments levied against the Property which are not yet due and payable at the office of the tax collection authority having jurisdiction or of any existing or proposed improvements to be paid for by special taxes or assessments subsequent to the date hereof.

(h) All statements made by Landlord are true and correct and the information provided and to be provided by Landlord to Tenant relating to this Lease do not and will not contain any statement which, at the time and in the light of the circumstances under which it is made, is false or misleading with respect to any material fact, or omits to state any material fact (which is known, or, in the exercise of reasonable diligence by Landlord, should have been known) necessary in order to make any statement not false or misleading in any material respect.

48. REASONABLENESS. Landlord acknowledges its duty to exercise its rights and remedies and perform its obligations reasonably and in good faith. Whenever its consent or approval is required, such consent or approval shall not be unreasonably withheld or delayed. Whenever the provisions of this Lease allow Landlord to perform or not perform some act at its option, in its judgment or to its satisfaction, Landlord's decision to perform or not perform such act must not be unreasonable.

49. SEVERABILITY. If any part of this Lease shall be adjudged invalid or unenforceable, such adjudication shall not affect the validity or enforceability of this lease as a whole or any part thereof not adjudged invalid or unenforceable.

50. CONSTRUCTION. Words and phrases used in this Lease shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. This Lease shall be governed exclusively by and construed in accordance with the laws of the State of Florida. The paragraph headings in this Lease are for convenience only and in no way define or limit the scope or intent of any provisions of this Lease.

51. MULTIPLE COPIES. This Lease may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

52. GOVERNING LAW, VENUE AND PREVAILING PARTY ATTORNEY FEES AND COSTS. This Lease shall be construed and enforced in accordance with the laws of the State of Florida and the sole venue for any action related to this Lease shall be Sumter County, Florida. In any litigation arising out of this Lease, the prevailing party shall recover its reasonable attorney's fees and costs, including without limitation, the cost of any expert witness(es) who prepare for and testify at the trial.

53. **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Executed as of _____, 2012

LANDLORD:

SUMTER COUNTY, FLORIDA
BOARD OF COUNTY
COMMISSIONERS

By: _____
Name: Garry Breeden
Title: Chairman
Date: _____

Attest: Gloria Hayward, Clerk of Circuit
Court

By: _____
Connie Webb, Deputy Clerk

TENANT:

ACMS OF SUMTER, LLC,
a Florida limited liability company

By: _____
Name: Charlie S. Dean, Jr.
Title: Managing Member
Date: _____

Witnesses:

Name: _____

Name: _____

Approved:

Name: _____
Title: County Attorney

Witnesses:

Name: _____

Name: _____

"Exhibit A"

The Premises is as outlined in yellow in two geographic areas below consisting of 0.8 acres MOL and 24.55 acres MOL.



EXHIBIT "B"
ECONOMIC DEVELOPMENT BENCHMARKS

- **Old Composting Facility & Old MRF Facility:** These facilities will be engaged in recycling activities. In connection therewith, Tenant hereby agrees to the following benchmarks:

Job Creation within 1 year:	Tenant commits to creating 3 jobs within 1 year of execution of Lease.
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Salary:	Anticipated annual payroll of \$120,000.00.
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Old Shop Facility.	This area will be utilized by ACMS, Inc. as a maintenance facility for ACMS.
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